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July 1, 2022

The Honorable Gary R. Brown
United States District Court
Eastern District of New York
100 Federal Plaza
Central Islip, New York 11722

***RE: Hernandez v. The Money Source (17 CV 6919)
MLLG File No. 153-2021***

Dear Judge Brown:

This firm represents Defendant in the above referenced matter. The parties jointly write to inform the Court that they met and conferred again regarding the pending motions *in limine*.

We are pleased to report that we have reached consensus on a few of the motions as follows:

1. Defendant's motion in limine No. 8 (sequestration of Plaintiffs) - Defendant agrees to withdraw the motion; and
2. Plaintiffs' motion in limine dated December 22, 2021 (Maria Keegan's dismissed breach of contract claim) - Defendant did not oppose this motion and hereby so stipulates that it will not ask any questions concerning Keegan's dismissed breach of contract claim in the first instance. However, Defendant reserves the right to question Keegan if she or the other Plaintiffs testify (or otherwise introduce evidence or make reference to the jury) about her dismissed breach of contract claim.

The parties have reviewed the remaining motions, opposition papers and reply papers and believe that their respective arguments have merit. Accordingly, the parties jointly respectfully request that the Court reinstate the remaining withdrawn motions in limine.

Respectfully submitted,

/s/
Joseph M. Labuda

/s/
Lauren Goldberg

Cc: Counsel of record via ECF